

CONTRACT REVIEW SHEET

Person Sending: Billy Wasson	Department Name: Courthouse Square
Date Sent: 12/28/98	

The attached: (CIRCLE ONE)

Contract Amendment # 4 Grant Lease

INCOMING FUNDS? YES NO (CIRCLE ONE)

If incoming funds you must attach a Revenue Management Sheet

Contractors Name:	Arbuckle Costic Architects, Inc.		
Date From: 11/25/98	Date To: 6/30/99		
Amount of Contract or Amendment: \$2,970.00			
If an Amendment, New Contract Total = \$			
Certificates of Insurance Attached:	Liability (circle one) Yes No	Workers Comp (circle one) Yes No	If no insurance attached, why not?

Process taken to select contractor:

Verbal quote: _____ Written quote: _____ RFP: _____ Competitive Bid: _____ Renewal: _____

(Attach copy for reference)

Description of Contract Services:

Additional Services for Arbuckle Costic Architects relating to accoustical consultant services in relationship of buses to office building for the Courthouse Square project. Based on hourly rates, the services provided by Altermatt Associates for the requested work of Sections 1, 2, & 3 are not to exceed \$2,500.00, plus direct cost billings should not exceed \$200.00. Arbuckle Costic will bill on actual invoices from Altermatt, plus 10% to cover the overhead.

For Risk Management Use			
Date Risk Received: <u>2/8/99</u>	Date Scheduled on BOC Agenda <u>Consent 2/17/99</u>		
Authorization for Health Administration to sign on behalf of BOC: yes <input checked="" type="radio"/> no <input type="radio"/>	Additional Comments: _____ _____ _____		
Staff Review Signatures:			
<u>Peggy Mitchell</u> <u>2-9-99</u> Risk Management date	_____ Fiscal Services date		
_____ General Services date	<u>Joe Allen Stonington</u> <u>10 February 1999</u> Legal Counsel date		

ie: _____
returned to Department/ _____ for _____ signatures. Copy to Fiscal Services _____ /

AMENDMENT #4

TO
CONTRACT FOR SERVICES FOR
ARBUCKLE COSTIC ARCHITECTS

The Contract for Services between Marion County and Arbuckle Costic Architects dated

~~July 28 1998~~
MAY 01 1998 ^{pm}, is amended as follows:

Additional Services for Arbuckle Costic Architects relating to accoustical consultant services in relationship of buses to office building for the Courthouse Square project. Based on hourly rates, the services provided by Altermatt Associates for the requested work of Sections 1, 2, & 3 are not to exceed \$2,500.00, plus direct cost billings should not exceed \$200.00. Arbuckle Costic will bill on actual invoices from Altermatt, plus 10% to cover the overhead.

See attached letter for more details.

All other provisions of the original agreement remain unchanged and in effect.

Signed this 17th day of February 1999
~~December, 1998~~
^{pm}

Arbuckle Costic Architects

[Signature]
Signature
President
Title

1/4/99
Date

Tax ID # 33-1228023

Marion County

[Signature]
Billy Wasson

Salem Area Transit District

[Signature]
John Whittington

Approved as to Form:

Contracts Coordinator

[Signature]
Date: 2/9/99

Legal Counsel

[Signature]
Date: 10 February 1999



Kim Arbuckle, AIA
Alan E. Costic, AIA
Walter E. Benschman, Jr., AIA
Clayton Vorse, AIA
Mark M. Foster, AIA
Leonard Lodder, AIA
Richard S. Reinweiler, AIA

July 28, 1998

ARBUCKLE COSTIC ARCHITECTS, INC.

363 State Street
Salem, OR 97301-3533
503/581-4114 Fax: 503/581-3655
E-Mail: acarch@open.org

RECEIVED

JUL 31 1998

**MARION COUNTY CORRECTIONS
WORK CENTER**

Billy Wasson
Project Co-Coordinator/Director of Corrections
Marion County
4040 Aumsville Highway SE
Salem, Oregon 97302

RE: Acoustical Consultant Services
Relationship of Buses to Office Building
Courthouse Square
Project No. 9828.040

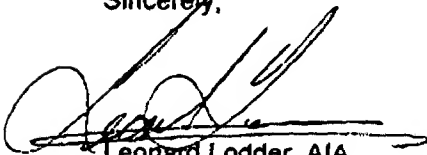
Dear Billy:

As agreed in a previous development team meeting, we received a proposal from an acoustical consultant as arranged by Craig Lewis of Melvin Mark Development. Attached herein is a copy of their proposal for basic services to measure existing sound levels and to provide recommendation to mitigate the transfer of bus operations noise from the bus transfer mall to the interior of the building. As indicated in their "scope of work," they anticipate involvement during the construction document phase as well as during construction. Should they be asked to expand on their terms of reference during the course of the work, a schedule of rates has been included.

Arbuckle Costic Architects will invoice the actual cost of invoices received from Altermatt Associates plus ten percent to cover the overhead. If this arrangement is acceptable, please sign below and return one copy for our files.

If you have any questions, please do not hesitate to call.

Sincerely,



Leonard Lodder, AIA
Architect

LL:rh

Encl.

cc: Craig Lewis, Melvin Marks Development
John Whittington, Salem Area Mass Transit

9828.1A

Billy Wasson
RE: Courthouse Square
Project No. 9828
July 28, 1998
Page 2 of 2

TO: ARBUCKLE COSTIC ARCHITECTS, INC.

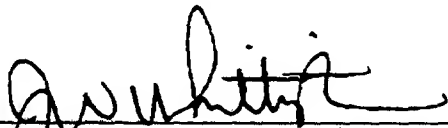
We have read the above letter and are authorizing Arbuckle Costic Architects to proceed with the acoustical consultant as described herein. Invoices will be billed every month and are due within twenty days from the date of invoice.



Billy Wasson
Marion County

7/31/98

Date



John Whittington
Salem Area Mass Transit District

8/3/98

Date

Altermatt Associates, Inc.*Consultants in Acoustics*

July 21, 1998

Arbuckle Costic Architects
363 State St.
Salem, OR 97301-3533

ARBUCKLE COSTIC

JUL 29 1998

RECEIVED

Attention: Mr. Leonard Lodder

Re: Courthouse Square, Salem, OR
Bus Noise and Vibration Isolation

Proposal 98153

Dear Mr. Lodder:

This letter is written to outline tasks and propose fees to provide acoustical consulting services for the referenced project. The project is a commercial building adjacent to a bus transfer mall to be located in Salem, Oregon. The tasks of this project are understood to involve evaluating the isolation and recommending modifications for control of 1) bus noise from mall to the interior building spaces, and 2) bus vibration from the bus mall to the general building structure.

The following tasks are expected.

A. SCOPE OF WORK**1. Design****1.1 Source Sound Measurement**

For the most accurate analysis, sound level measurements of the bus noise should be made. In that the sound isolating characteristics of building structure vary with frequency, this information will allow the most accurate evaluation of the currently planned structure, and potential modifications. Measurement of bus noise for idle and acceleration would be made in octave bands from 31.5 Hz to 8000 Hz.

1.2 Analysis and Recommendations

1.2.1 Using the data of 1, a determination would be made of the sound isolation requirements of the exterior walls adjacent to the bus transit mall.

Leonard Lodder

July 21, 1998

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1.2.2 The currently planned exterior building walls and window systems would be evaluated and modifications recommended for adequate reduction of bus noise levels into interior spaces.

1.2.3 Vibration/movement characteristics of the planned building structure adjacent to the bus mall would be evaluated. Recommendations of modifications to structure to improve vibration isolation, if required, would be provided.

1.3 Documentation

1.3.1 Measurements, analysis and recommendations would be summarized in a letter report.

1.4 Document Review

Review Construction Documents as they progress for appropriate incorporation of recommendations.

2. **Contract Bidding or Negotiation Phase**

Review contractor submittals provided in support of alternate systems proposed by the contractor pertaining to this Consultant's work.

3. **Construction Phase**

3.1 Assist the Architect in the administration of the Construction Contract with respect to the Consultant's Work.

3.2 The Consultant shall at all times have access to the Work of This Portion of the Project wherever it is in preparation or progress.

3.3 Review any shop drawings, samples and other submissions of the Contractor which relate to the Consultant's Work and are either departures from the Construction Documents as amended by approved substitutions and change orders, or require Consultant's review by the Construction Documents. Review would be made only for conformance with the design concept and for compliance with the information given in the Contract Documents. All comments and approvals would be submitted to the Architect.

3.4 Assist the Architect in preparing Change Orders related to the Consultant's Work.

Leonard Lodder

July 21, 1998

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- 3.5 The Consultant shall not be responsible for the acts or omissions of the Owner or Architect, the Architect's other consultants, the Contractor, or any Subcontractors or any of their agents or employees, or any other persons performing any of the Work.

B. FEES

1. Based on hourly rates of the enclosed Fee Schedule, Altermatt Associates, Inc. proposes to provide the services above for the following not-to-exceed fees.

Work of Section 1	\$ 2000
Work of Sections 2 and 3	500
TOTAL	\$ 2500

2. Direct Costs

In addition to the above fees, Direct Costs (expenses according to the appended Fee Schedule & Services Form) will be billed at cost, including an instrumentation fee. We estimate that these should not exceed \$ 200.

3. Meetings

Fees include provision of 3 man-hours for related meetings, if needed. Subsequent meetings, if any, will be billed on an hourly basis as Additional Services.

4. Additional Services

Fees for Additional Services, not itemized in the above Scope of Work, shall be mutually agreed upon between the Architect and Consultant prior to the Consultant's performance of such services. Fees for additional services shall be billed according to the hourly rates on the appended Fee Schedule through June, 1999. Additional Services performed after June, 1999 will be billed at the then current rates.

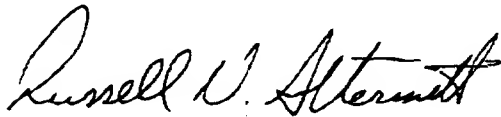
5. Payments

This Proposal is submitted on the basis that partial payments will be made within 60 days of monthly statements of engineering fees and direct costs reimbursable.

Leonard Lodder
July 21, 1998
Page 4

Please call us with any questions. If this proposal meets with your approval, please sign one copy of this proposal and return it to us so that we may proceed at your direction. We look forward to assisting you on this project.

Sincerely,
ALTERMATT ASSOCIATES, INC.



Russell N. Altermatt, P.E.
Principal

Signed _____

Name (Print) _____

Title _____

Arbuckle Costic Architects

Enclosure

cc: Craig Lewis, Melvin Mark Companies

Altermatt Associates, Inc.*Consultants in Acoustics***FEE SCHEDULE****Effective January 1, 1998**

The hourly billing rates for the consulting services of Altermatt Associates, Inc. are the following:

Principal	\$ 95
Senior Engineer	75
Staff Engineer	62
Engineer	55
Designer/Technician	46
Clerical	32

Expenses/Direct Costs:

The following expenses for materials and processes, incurred through the course of the project, will be billed at cost in addition to the manhour charges listed above.

Document Production: Report production photocopying in excess of 50 pages, Construction Plans plotting, copying, etc., either as part of contracted design documents or for mark-up as part of the design review process.

Long Distance Telephone

Travel (outside the Portland metropolitan area): Auto Trip Mileage (\$ 0.30/mile), the fares of other transportation means (every effort will be made to take advantage of available discounts whenever possible), rental autos, and meals.

Instrumentation: For all projects requiring measurement instrumentation charges will include the direct cost of any equipment rental as well as the following fees for in-house equipment.

General Sound Measurement	\$ 75/Day
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Statistical Sound Measurement (Environmental, Occupational)	\$100/Day
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FFT Sound and Vibration Measurement (Reverberation Time, Reflection Analysis, narrowband vibration measurement, etc.)	\$150/Day
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